

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF PENNSYLVANIA**

GOLO, LLC

Plaintiff,

v.

ABC CO. d/b/a "DIETINSIGHT"

**Defendant.**

CIVIL ACTION NO. \_\_\_\_\_

## COMPLAINT

Plaintiff, GOLO, LLC (“GOLO” or “Plaintiff”), by and through its undersigned counsel, Pepper Hamilton LLP, hereby files this Complaint against Defendant ABC Co. d/b/a “DietInsight” (“DietInsight” or “Defendant”), and in support thereof avers as follows:

## JURISDICTION AND VENUE

1. This Court has jurisdiction over this Action pursuant to Title 28 U.S.C. §§ 1331 and 1338(a) and under the Lanham Act, Title 15 U.S.C. § 1121.
2. This Court has personal jurisdiction over Defendant because Defendant transacts business, contracts to supply things, and/or causes harm and tortious injury in the Commonwealth of Pennsylvania. Defendant has purposefully availed itself of the laws of Pennsylvania and engages in continuous and systematic conduct in Pennsylvania and this judicial district.
3. Venue is proper in this Court pursuant to Title 28 U.S.C. § 1391(b) and (c).

### **PARTIES**

4. GOLO is a corporation organized under the laws of the State of Delaware with a principal place of business located at 630 Churchmans Road, Suite 200, Newark, Delaware 19702.

5. Upon information and belief, DietInsight is a fictitious name for a corporation or limited liability company organized under the laws of a state within the United States. Upon information and belief, DietInsight is not registered in that name as a corporation or limited liability company in Alaska, Delaware, Idaho, Massachusetts, New York, Oregon, Pennsylvania, or Washington.

### **FACTUAL BACKGROUND**

#### **GOLO, LLC**

6. GOLO is a leading weight loss program created by a team of doctors and researchers which aids people all over the world in achieving their weight loss goals in a sustainable and healthy manner. (See [www.golo.com](http://www.golo.com).)

7. GOLO was the top-searched diet on Google in 2016. (See <https://www.google.com/trends/yis/2016/US?hl=en>.)

8. The GOLO 30-Day Rescue Plan program promotes weight loss with a three-tier solution of dietary modification, regular exercise, and nutraceutical supplementation that helps dieters lose weight without drastically cutting calories and/or compromising their health. (See [www.golo.com](http://www.golo.com).)

9. The GOLO program includes: (1) the Release supplement; (2) the Metabolic Fuel Matrix; and (3) behavioral changes. (*Id.*) Members can expect to lose an average of 1-2 pounds per week. (*Id.*)

10. The Release supplement contains a proprietary blend of ingredients that assists with the release of stored fat, and is intended to kick-start weight loss and support sustainable and lasting results. (*See id.*)

11. The Metabolic Fuel Matrix employs a meal plan that utilizes food in correct portions and combinations to assist the body's conversion of food into energy rather than fat storage. (*See id.*)

12. GOLO promotes behavioral changes in its users by providing the tools needed to succeed and reach weight loss goals and overcome emotional and stress eating. (*See id.*) These tools include simple strategies to strengthen each user's level of commitment and determination. (*See id.*)

13. The GOLO 30-Day Rescue Plan Kit currently includes: the GOLO 30 Day Rescue Plan; Creating Matrix Meals; Truth & Change; the Release supplement; and a free myGOLO.com membership. Members can choose additional bottles at the time of order or later via the myGOLO free membership site. Customers do not pay for shipping for their Rescue Plan Kit. (<https://golo.com/cart-shop/>.)

14. The myGOLO.com membership provides a support forum and allows members to communicate with other members on the Plan, as well as access recipes and meal plans. (*See* <https://www.facebook.com/GOLO4life/>, post by GOLO dated January 8 at 7:08pm; [http://www.mygolo.com/login.aspx#](http://www.mygolo.com/login.aspx#/).)

15. GOLO offers a sixty-day money back guarantee to its members. (*See* [www.golo.com/policies](http://www.golo.com/policies).)

16. GOLO has earned rave reviews from its members, many of whom credit GOLO with being the catalyst for sustainable weight loss, long-lasting dietary changes, and overall

improved health. (See <https://golo.com/reviews/>.) GOLO states on its website that the highlighted results may not be typical and each person's results may vary. (*Id.*)

17. GOLO is endorsed, and even used by, multiple doctors, many of whom share their professional opinions of GOLO on GOLO's website. (See [www.golo.com](http://www.golo.com).)

18. GOLO's website identifies "Team GOLO," which includes the program's developers, doctors, and executive management, among others. (See <https://golo.com/teamgolo/>.)

19. GOLO conducted several trials between 2009 and 2014 in South Africa and the United States to determine the efficacy and safety of its three-tier solution. (See <https://golo.com/clinical/>.) These studies demonstrated average weight loss of 20.6 pounds within the first 90 days of the program, 37.4 pounds after 26 weeks, and 48.6 pounds after 1 year. (See *id.*)

#### DIETINSIGHT.ORG

20. DietInsight is a competitor of GOLO's in the weight loss industry.

21. DietInsight claims to be a "weight loss and healthy eating resource" that "offer[s] hundreds of in-depth diet reviews and analysis, as well as comments and questions from readers ..." ([www.dietinsight.org/about-us](http://www.dietinsight.org/about-us) (last visited May 3, 2017).)

22. DietInsight lists four "writers" – and their respective credentials, including degrees and certifications in nutrition, dietetics, or other scientific fields – on its website, implying that these individuals author, or otherwise contribute to, the reviews on DietInsight's website. (See *id.*)

23. However, DietInsight's reviews lack bylines of any kind; there is no indication which (if any) of the above-referenced "writers" authored or contributed to a given review.

24. DietInsight also maintains Facebook and Google+ pages, which copy snippets from, and provide links to, DietInsight's website and the reviews on said website.

25. Through the above-referenced reviews, and the user comments attached to those reviews, DietInsight purports to provide a neutral, fact-based, and "scientific" ranking of "diet plans," "diet supplements," "meal rankings," and "fitness programs."

26. On information and belief, those rankings – and the reviews and comments underlying them – are fabricated or intentionally skewed by DietInsight to promote plans, programs, and products that are affiliated with, and/or provide compensation to, DietInsight, and disparage those with no connection to DietInsight.

27. For example, DietInsight ranks Dynamic Diet "#1" on its lists of "Top Ranked Diets Overall," "Top Weight-Loss Diets," and "Easiest to Follow Diets," and maintains a large graphic in the top-right hand portion of each page promoting Dynamic Diet as such. (See [www.dietinsight.org/diet-rankings](http://www.dietinsight.org/diet-rankings) (last visited May 3, 2017).)

28. On information and belief, DietInsight receives compensation from and/or is affiliated with Dynamic Diet.

29. To maintain the appearance that its website is objective, and that its reviews and rankings are scientific, DietInsight hides the details of its affiliations and relationships from the public, generally, and from visitors to its website, specifically.

30. To that end, DietInsight: provides no information regarding its corporate profile, owner, or address on its website; keeps the registrant information for its domain name private; and does not list the products, programs, or plans it has ties to on its website.

DIETINSIGHT'S GOLO "REVIEW"

31. On or about February 23, 2017, DietInsight published a review of GOLO on its website. (See [www.dietinsight.org/reviews/diet-plans/golo-diet](http://www.dietinsight.org/reviews/diet-plans/golo-diet) (last visited May 3, 2017).)

32. Unlike the more-positively reviewed products, programs, and plans on DietInsight's website, DietInsight does not have a relationship with GOLO.

33. Not coincidentally, DietInsight's review of GOLO is relatively poor: GOLO receives an "Overall Rating" of 3.9 out of 5, as well as a 2.9 out of 5 for "Short-term Weight Loss" and a 2.6 out of 5 for "Long-term Weight Loss" (compared to ratings of 4.7, 4.8, and 4.7, respectively, in the same categories for Dynamic Diet).

34. DietInsight's review of GOLO is also riddled with inaccuracies and falsehoods, including the incorrect claims that:

- "[N]o independent scientific studies prove [GOLO's] effectiveness";
- "[T]he exercise program is not very structured ... Exercise in combination with a healthy diet is definitely useful in reducing and maintaining weight, but a more structured and regular program, ideally designed by a professional trainer may be required for real results";
- "Dieters who strictly adhere to the nutrition and exercise guidelines of GOLO diet may experience some weight loss, but it can mostly be attributed to increased activity level ... [I]t may not bring about any significant weight loss in dieters who are very overweight or obese."
- "[T]here's no evidence that the herbal supplement permanently reverses insulin resistance or brings about significant weight loss. ... [I]t may be wiser to opt for proven medical treatment to tackle it."

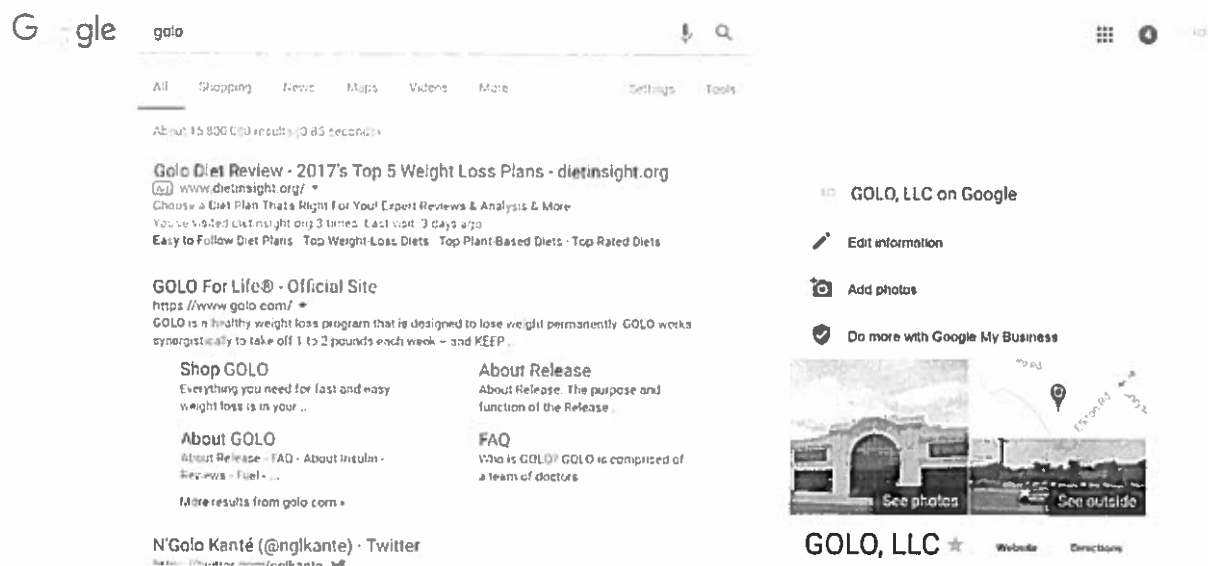
35. At the bottom of DietInsight's GOLO review, there is another graphic and link promoting Dynamic Diet as the "#1" "Top Rated Diet[] For 2017," and then a user comment from "Michael" who claims to "[h]ave not heard anything good so far" regarding GOLO.

DIETINSIGHT'S USE OF ADSENSE TO STEAL GOLO PAGE VIEWS AND CONSUMERS

36. In addition to publishing the above-described, misleading and defamatory review of GOLO, DietInsight also redirects GOLO's potential consumers to DietInsight's website (and the products, programs, and plans DietInsight promotes) through Google's AdSense program.

37. On information and belief, DietInsight purchases online advertisements through Google's AdSense program, including advertisements that are based upon, or incorporate, the term "GOLO," which accordingly manipulate the user's search results in Google

38. As a result of these AdSense advertisements, when a user searches Google for "GOLO," an advertisement for, and link to, DietInsight's "GOLO review" and URL address appear at the top of the results page, as reflected by the below screenshot:



39. On information and belief, DietInsight's use of the above-described advertising tactic has redirected potential and existing GOLO customers to DietInsight's website, and to the products, programs, and plans DietInsight promotes on its website, and has resulted in GOLO's loss of substantial revenue and goodwill.

**COUNT I**  
**UNFAIR COMPETITION AND FALSE ADVERTISING UNDER THE LANHAM ACT,**  
**15 U.S.C. § 1125 *et seq.* AS TO GOLO**

40. GOLO incorporates the preceding paragraphs as though set forth herein.

41. DietInsight's method of using its website in general, and the GOLO review in particular, to publish false, misleading, and defamatory statements regarding GOLO, praise the products, programs, and plans DietInsight is affiliated with, and/or receives compensation from, and direct readers to those other products, programs, and plans, constitutes unfair competition and/or false advertising.

42. DietInsight's website purports to be an independent review site that provides readers with an objective "resource," but is actually a conduit for the promotion of products, programs, and plans DietInsight is affiliated with, and/or receives compensation from.

43. In promoting those other products, programs, and plans, and disparaging GOLO, DietInsight is making false and misleading statements about GOLO's product, including but not limited to the statements alleged herein.

44. DietInsight's false and misleading statements are material, in that they are likely to influence customers' purchasing decisions.

45. DietInsight's acts constitute willful, deliberate, false, and misleading representations of fact as to the nature and characteristics of GOLO's services, in violation of 15 U.S.C. § 1125(a)(1)(B), because the GOLO review is simply a means of promoting the products, programs, and plans DietInsight is affiliated with, and/or receives compensation from.

46. GOLO has been and will continue to be injured as a result of DietInsight's false statements, either by direct diversion of sales from itself to the products, programs, and plans DietInsight is affiliated with, and/or receives compensation from, the costs to GOLO for

corrective advertising to counteract DietInsight's misrepresentations and advertising campaign, or by a lessening of the goodwill associated with GOLO's goods and services.

47. As a direct and proximate result of DietInsight's Unfair Competition and False Advertising, GOLO has suffered and will continue to suffer monetary damages and irreparable harm.

48. GOLO is entitled to relief pursuant to 15 U.S.C. § 1125.

**COUNT II**  
**UNFAIR COMPETITION AND FALSE ADVERTISING UNDER THE LANHAM ACT,**  
**15 U.S.C. § 1125 *et seq.* AS TO DYNAMIC DIET AND OTHER AFFILIATED**  
**PRODUCTS, PROGRAMS, AND PLANS**

49. GOLO incorporates the preceding paragraphs as though set forth herein.

50. In promoting Dynamic Diet and the other products, programs, and plans DietInsight is affiliated with, and/or receives compensation from, DietInsight appears to be making false and misleading statements about said products, including but not limited to the statements alleged herein.

51. DietInsight's apparently false and misleading statements are material, in that they are likely to influence customers' purchasing decisions.

52. DietInsight's acts with respect to Dynamic Diet and the other products, programs, and plans DietInsight is affiliated with, and/or receives compensation from, also constitute willful, deliberate, false, and misleading representations of fact as to the nature and characteristics of their own goods or services, in violation of 15 U.S.C. § 1125(a)(1)(B), because the statements alleged herein are not supported by any studies, data, or facts. DietInsight's misleading statements, therefore, constitute false advertising and promotion.

53. GOLO has been and will continue to be injured as a result of DietInsight's false statements, either by direct diversion of sales from itself to Dynamic Diet and the other products,

programs, and plans DietInsight is affiliated with, and/or receives compensation from, or by a lessening of the goodwill associated with GOLO's goods and services.

54. As a direct and proximate result of DietInsight's Unfair Competition and False Advertising, GOLO has suffered and will continue to suffer monetary damages and irreparable harm.

55. GOLO is entitled to relief pursuant to 15 U.S.C. § 1125.

**COUNT III**  
**TRADE LIBEL**  
**PENNSYLVANIA COMMON LAW**

56. GOLO incorporates the allegations of the foregoing paragraphs as if fully set forth herein.

57. The above-mentioned statements were paid for and/or published by DietInsight on its website.

58. The above-mentioned statements were false and defamatory.

59. At the time DietInsight published the above-mentioned statements, DietInsight knew that the statements concerning GOLO were totally false or, if not, DietInsight's avoidance of the truth was in utter and reckless disregard of their truth or falsity.

60. DietInsight's false and defamatory statements have severely injured GOLO, in that they have tended to blacken and besmirch GOLO's reputation.

61. Each of the aforementioned defamatory statements was understood by third parties to pertain to, and defame, GOLO.

62. DietInsight's defamatory publication was so outrageous and malicious as to warrant the imposition of punitive damages.

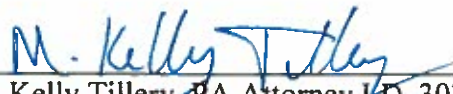
63. As a proximate result of DietInsight's malicious, intentional, and reckless conduct as set forth above, GOLO is entitled to such damages as will compensate it for the injury to its professional reputation, as well as punitive damages to punish DietInsight for its conduct and deter DietInsight and others similarly situated for like acts in the future.

**PRAYER FOR RELIEF**

WHEREFORE, GOLO prays for a judgment in its favor and against DietInsight on the claims set forth above and requests that this Court award GOLO compensatory and punitive damages, attorneys' fees and costs, and such other and further relief as this Court may deem just and equitable under the circumstances.

**JURY TRIAL DEMANDED**

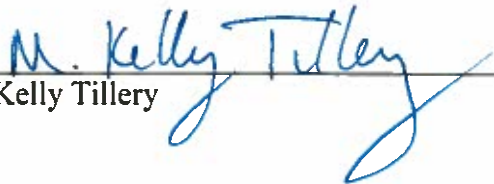
Plaintiff hereby exercises its right to trial by a competent jury of its peers.

  
M. Kelly Tillery, PA Attorney I.D. 30380  
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(215) 981-4401

Dated: May 3, 2017

**CERTIFICATE OF SERVICE**

I, M. Kelly Tillery, hereby certify that on May 3, 2017, I caused a true and correct copy of the foregoing Complaint to be served via email to DietInsight via its publicly-available email address ([info@dietinsight.org](mailto:info@dietinsight.org)).

  
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M. Kelly Tillery